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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CATHERINE NICHOLS,  
Plaintiff,

vs.

CREDIT UNION 1; and EXPERIAN  
INFORMATION SOLUTIONS, INC.,  
Defendants.

Case No.: 2:17-cv-02337-APG-GWF

**STIPULATED PROTECTIVE ORDER**

STIPULATED PROTECTIVE ORDER

1 IT IS HEREBY STIPULATED by and between Plaintiff CATHERINE NICHOLS  
2 (“Plaintiff”) and Defendants CREDIT UNION 1 and EXPERIAN INFORMATION  
3 SOLUTIONS, INC. (“Experian”) (collectively, the “Parties”), by and through their counsel of  
4 record, as follows:

5 WHEREAS, documents and information have been and may be sought, produced or  
6 exhibited by and among the parties to this action relating to trade secrets, confidential research,  
7 development, technology or other proprietary information belonging to the defendants and/or  
8 personal income, credit and other confidential information of Plaintiff.

9  
10 THEREFORE, an Order of this Court protecting such confidential information shall be and  
11 hereby is made by this Court on the following terms:

12 1. This Order shall govern the use, handling and disclosure of all documents,  
13 testimony or information produced or given in this action which are designated to be subject to  
14 this Order in accordance with the terms hereof.

15 2. Any party or non-party producing or filing documents or other materials in this  
16 action may designate such materials and the information contained therein subject to this Order by  
17 typing or stamping on the front of the document, or on the portion(s) of the document for which  
18 confidential treatment is designated, “Confidential.”

19 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers  
20 to be filed with the Court incorporate documents or information subject to this Order, the party  
21 filing such papers shall designate such materials, or portions thereof, as “Confidential,” and shall  
22 file them with the clerk under seal; provided, however, that a copy of such filing having the  
23 confidential information deleted therefrom may be made part of the public record. Any party filing  
24 any document under seal must comply with the requirements of Local Rules.

25 4. All documents, transcripts, or other materials subject to this Order, (including, but  
26 not limited to, all testimony, deposition, or otherwise, that refers, reflects or otherwise discusses  
27 any information designated Confidential hereunder), shall not be used, directly or indirectly, by  
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1 any person, including Plaintiff, Credit Union 1 and Experian, commercial or competitive purposes  
2 or for any purpose whatsoever other than in connection with this dispute in accordance with the  
3 provisions of this Order.

4  
5 5. All depositions or portions of depositions taken in this action that contain  
6 confidential information may be designated as "Confidential" and thereby obtain the protections  
7 accorded other confidential information. The parties shall have twenty-one (21) days from the date  
8 a deposition is taken, or fourteen (14) days from the date a deposition transcript is received,  
9 whichever date is greater, to serve a notice to all parties designating portions as "Confidential."  
10 Until such time, all deposition testimony shall be treated as confidential information. To the extent  
11 any designations are made on the record during the deposition, the designating party need not serve  
12 a notice re-designating those portions of the transcript as confidential information. Any party may  
13 challenge any such designation in accordance with Paragraph 14 of this Order.

14 6. Except with the prior written consent of the individual or entity designating a  
15 document or portions of a document as "Confidential," or pursuant to prior Order after notice, any  
16 document, transcript or pleading given "Confidential" treatment under this Order, (including but  
17 not limited to, all deposition testimony that refers, reflects or otherwise discusses any information  
18 designated confidential hereunder) may not be disclosed other than in accordance with this Order  
19 and may not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this  
20 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and employees  
21 of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses  
22 subject to a proffer to the Court or a stipulation of the parties that such witnesses need to know  
23 such information; (e) present or former employees of the producing party in connection with their  
24 depositions in this action (provided that no former employees shall be shown documents prepared  
25 after the date of his or her departure); and (f) experts specifically retained as consultants or expert  
26 witnesses in connection with this litigation.

27 7. Documents produced pursuant to this Order shall not be made available to any  
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1 person designated in Subparagraph 6 (f) unless he or she shall have first read this Order, agreed to  
2 be bound by its terms, and signed the attached Declaration of Compliance.

3 8. Third parties who are the subject of discovery requests, subpoenas or depositions  
4 in this case may take advantage of the provisions of this Protective Order by providing the parties  
5 with written notice that they intend to comply with and be bound by the terms of this Protective  
6 Order.

7 9. All persons receiving any or all documents produced pursuant to this Order shall  
8 be advised of their confidential nature. All persons to whom confidential information and/or  
9 documents are disclosed are hereby enjoined from disclosing same to any person except as  
10 provided herein, and are further enjoined from using same except in the preparation for and trial  
11 of the above-captioned action between the named parties thereto. No person receiving or  
12 reviewing such confidential documents, information or transcript shall disseminate or disclose  
13 them to any person other than those described above in Paragraph 6 and for the purposes specified,  
14 and in no event, shall such person make any other use of such document or transcript.

15 10. Nothing in this Order shall prevent a party from using at trial any information or  
16 materials designated "Confidential."

17 11. This Order has been agreed to by the parties to facilitate discovery and the  
18 production of relevant evidence in this action. Neither the entry of this Order, nor the designation  
19 of any information, document, or the like as "Confidential," nor the failure to make such  
20 designation, shall constitute evidence with respect to any issue in this action.

21 12. Inadvertent failure to designate any document, transcript, or other materials  
22 "Confidential" will not constitute a waiver of an otherwise valid claim of confidentiality pursuant  
23 to this Order, so long as a claim of confidentiality is promptly asserted after discovery of the  
24 inadvertent failure. If a party designates a document as "Confidential" after it was initially  
25 produced, the receiving party, on notification of the designation, must make a reasonable effort to  
26 assure that the document is treated in accordance with the provisions of this Order, and upon  
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28

1 request from the producing party certify that the designated documents have been maintained as  
2 confidential information.

3       13. If any party objects to any designation of any materials as Confidential, the parties  
4 shall attempt in good faith to resolve such objection by agreement. If the parties cannot resolve  
5 their objections by agreement, any party shall be free to seek the assistance of the Court. A party  
6 shall not be obligated to challenge the propriety of a Confidential designation at the time made,  
7 and a failure to do so shall not preclude a subsequent challenge thereto. Until an objection has  
8 been resolved by agreement of counsel or by order of the Court, the materials shall be treated as  
9 Confidential and subject to this Order. The Court may find material to be improperly designated  
10 if it: (a) is already public knowledge or otherwise in the public domain; (b) has become public  
11 knowledge or enters the public domain other than as a result of a disclosure in violation of this  
12 Order; (c) is acquired by the non-producing party from a non-party lawfully possessing such  
13 documents or information; (d) was lawfully possessed by the non-producing party before  
14 discovery in this action; or (e) where the court finds that the interests of justice do not otherwise  
15 justify confidential treatment. .

17       14. **The designating party shall have the burden of proving that any document**  
18 **designated as CONFIDENTIAL is entitled to such protection.** If the sole ground for a motion  
19 to seal is that the opposing party (or non-party) has designated a document as subject to protection  
20 pursuant to the stipulated protective order, the movant must notify the opposing party (or non-  
21 party) at least five judicial days prior to filing the designated document, or if five judicial days is  
22 not reasonably practicable, then as soon as reasonably practicable. The designating party must then  
23 make a good faith determination if the relevant standard for sealing is met. To the extent the  
24 designating party does not believe the relevant standard for sealing can be met, it shall indicate  
25 that the document may be filed publicly no later than four judicial days after receiving notice of  
26 the intended filing. To the extent the designating party believes the relevant standard for sealing

27  
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1 can be met, it shall provide a declaration supporting that assertion no later than four judicial days  
2 after receiving notice of the intended filing. The filing party shall then attach that declaration to its  
3 motion to seal the designated material. If the designating party fails to provide such a declaration  
4 in support of the motion to seal, the filing party shall file a motion to seal so indicating and the  
5 Court may order the document filed in the public record. In the event of an emergency motion,  
6 these procedures shall not apply.  
7

8 15. Within sixty (60) days after the final termination of this litigation, including all  
9 appeals, all documents, transcripts, or other materials afforded confidential treatment pursuant to  
10 this Order, including any extracts, summaries or compilations taken therefrom, but excluding any  
11 materials which in the good faith judgment of counsel are work product materials, shall be returned  
12 to the Producing Party. In lieu of return, the parties may agree to destroy the documents, to the  
13 extent practicable. Each counsel shall be entitled to retain pleadings, memoranda in support  
14 thereof, declarations and affidavits, deposition transcripts and exhibits, exhibits, and documents  
15 which in good faith judgment of counsel are attorney work product, or expert or consultant work  
16 product, notwithstanding that such material consists of or refers to confidential information, to the  
17 extent necessary to retain a litigation file for this action.

18 16. In the event that any party to this litigation disagrees at any point in these  
19 proceedings with any designation made under this Protective Order, the parties shall first try to  
20 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party  
21 objecting to the designation may seek appropriate relief from this Court. During the pendency of  
22 any challenge to the designation of a document or information, the designated document or  
23 information shall continue to be treated as "Confidential" subject to the provisions of this  
24 Protective Order.

25 17. Nothing herein shall affect or restrict the rights of any party with respect to its own  
26 documents or to the information obtained or developed independently of documents, transcripts  
27 and materials afforded confidential treatment pursuant to this Order.

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1 18. The Court retains the right to allow disclosure of any confidential information  
2 covered by this stipulation or to modify this stipulation at any time in the interest of justice.

3 **IT IS SO STIPULATED.**

4 Dated January 25, 2018

<u>/s/ Miles N. Clark</u> Matthew I. Knepper, Esq. Nevada Bar No. 12796 Miles N. Clark, Esq. Nevada Bar No. 13848 KNEPPER & CLARK LLC 10040 W. Cheyenne Ave., Suite 170-109 Las Vegas, NV 89129 matthew.knepper@knepperclark.com miles.clark@knepperclark.com  David H. Krieger, Esq. Nevada Bar No. 9086 HAINES & KRIEGER, LLC 8985 S. Eastern Avenue, Suite 350 Henderson, NV 89123 dkrieger@hainesandkrieger.com  Sean N. Payne, Esq. Nevada Bar No. 13216 PAYNE LAW FIRM LLC 9550 S. Eastern Ave., Suite 253-A213 Las Vegas, NV 89123 Email: seanpayne@spaynelaw.com <i>Counsel for Plaintiff</i>	<u>/s/ Jennifer L. Braster</u> Jennifer L. Braster, Esq. Nevada Bar No. 9982 Andrew J. Sharples, Esq. NAYLOR & BRASTER Nevada Bar No. 12866 1050 Indigo Drive, Suite 200 Las Vegas, NV 89145 Email: jbraster@nblawnv.com Email: asharples@nblawnv.com <i>Counsel for Defendant Experian Information Solutions, Inc.</i>
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25 **ORDER**

26 **IT IS SO ORDERED.**

27 Dated: 2/15/2018

28   
UNITED STATES MAGISTRATE JUDGE

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